

A. G. Contract No. KR93 296⁶TRN
JPA No. 93-184
ECS File: JPA 94-84
Project: Engineering Survey Account
Section: Bullhead City

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into 13 April, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY
COUNCIL (the "City").

1. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The City requests the State, as agent for the City, to
perform certain work and prepare certain documents required by
the Federal Highway Administration to qualify certain highway,
bridge and railroad grade crossing projects for and to receive
Federal funds. Such future work, consisting of, but not
specifically limited to, the review and approval of the City
prepared environmental documents, the preparation of the
analysis requirements for documentation of environmental
categorical exclusion determinations; review of reports, design
plans, maps, and specifications; geologic materials testing and
analysis; right-of-way related activities (when specifically
authorized by, for and on behalf of the City, and at no cost to
the State) and such other related tasks essential to the
achievement of the aforementioned objectives.

NO. <u>18498</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/13/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Dicky Greenwald</u>

4. The only interest of the State in performing the work embraced herein is in the acquisition of Federal Funds for the use and benefit of the City by reason of Federal law and regulations under which funds for the projects are authorized to be expended, and is acting as agent for the City.

5. The estimated cost of the work shall be determined by procedures established in Local Government Engineer's Bulletin No. 91-3 dated 13 November 1991, which is attached hereto and made a part hereof, which funds the City shall transmit to and deposit with the State for the purpose of funding the cost of the work performed by the State. The minimum estimated cost of work for any project is \$5000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Subsequent to the deposit of sufficient funds by the City, begin performance of the work that is required by the Federal Highway Administration to bring the projects to the construction stage.

b. Furnish all labor, materials, and equipment necessary to complete the work embraced herein when such resources are available.

c. Provide the City a periodic statement of account identifying the projects for which work has been performed, the type and amount of expenditures, and the account balance. No statement will be provided if there is no activity on the account.

2. The City will:

a. Provide the State with individual project requests to perform the necessary work on a project by project basis.

b. Deposit with the State sufficient funds for the cost of the work, all or any part of which will be used by the State to fund the cost of performing the work.

c. Solely bear the cost of the work embraced herein without State or Federal funds.

d. Insure that sufficient City funds are available for the State to accomplish the work contemplated, and deposit with the State additional funds as may be required to complete the work. Such additional deposits will be made upon request of the State when the funds in the account have been depleted, or when the account balance is so low that funds for the cost of anticipated or ongoing work are not expected to be sufficient to cover the State's expenditures.

III. MISCELLANEOUS PROVISIONS

1. The State will not be obligated to perform the work contemplated herein or incur expenditures associated with such work when labor, materials or equipment are not available to the State.

2. The State assumes no financial obligation or liability under this agreement whatsoever. The City assumes full responsibility for the adequacy and accuracy of environmental assessments and reports, the design, plans, specifications, reports, the engineering and geological testing in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, or the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. The cost of any design, construction or construction engineering work covered by this Agreement is to be borne by the City, but should some unforeseen condition or circumstance increase the cost of the work to be performed by the State in excess of the amount shown in the recital, the State shall not be obligated to incur any expenditure in excess of the City's deposit.

4. This agreement shall remain in force and effect for a period of five years from the effective date, and will be automatically renewed for successive periods of five years, unless sooner terminated by either the City or the State, or other competent authority.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, Arizona 85007

City of Bullhead City
City Manager
Box 1048
Bullhead City, AZ 86430

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF BULLHEAD CITY

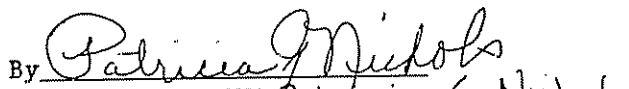
STATE OF ARIZONA

Department of Transportation

By 
MIKE LOVE
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer


ATTEST:

By 
DANA SHILLING Patricia G. Nichols
City Clerk

RESOLUTION

BE IT RESOLVED on this 23nd day of November 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Bullhead City for the purpose of establishing an Preliminary Engineering Survey Account.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.


LARRY S. BONINE
Director

RESOLUTION NO. 94R- 010

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF BULLHEAD CITY AND AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE AGREEMENT FOR THE PURPOSE OF ENABLING CITY TO MEET REQUIREMENTS OF THE FEDERAL HIGHWAY ADMINISTRATION IN ORDER TO QUALIFY FOR FEDERAL FUNDS FOR CERTAIN HIGHWAY, BRIDGE AND RAILROAD CROSSING PROJECTS

WHEREAS, Federal Funds are available to the City for the construction of certain qualified highway, bridge and railroad grade crossing projects; and


WHEREAS, the State of Arizona has agreed to act as an agent for the City and to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain projects in order to assist the City in acquiring Federal Funds for those projects; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the State of Arizona for the purposes set forth hereinabove; and

WHEREAS, the City of Bullhead City is empowered to enter into this agreement by virtue of the provisions of A.R.S. Section 48-572, and the State of Arizona is empowered to enter into this agreement by virtue of the provisions of A.R.S. Section 28-108;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bullhead City hereby approves the Intergovernmental Agreement between the City and the State of Arizona acting by and through its Department of Transportation, and hereby authorizes the Mayor to enter into and execute said agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City, Arizona, this 1st day of January, 1994.


J. Michael Love, Mayor

DATE: 2/1/94

ATTEST:


Patricia Nichols, City Clerk

APPROVED AS TO FORM:

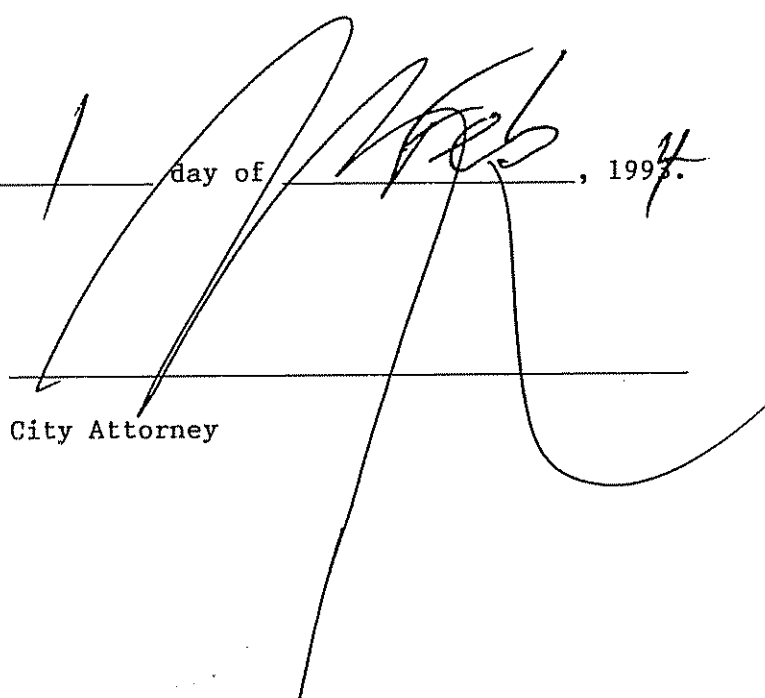

Paul Lenkowsky, City Attorney

JPA 93-184

APPROVAL OF THE BULLHEAD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF BULLHEAD CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 1 day of Feb, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2966-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4th day of April, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G